REMARKS

Claims 1-16 and 18-30 are pending in the Application, all of which stand rejected by the Office Action mailed October 26, 2008. No claims are amended by this response. Claims 1, 11, 16, and 24 are independent claims, while claims 2-10, 12-15, 18-23, and 25-30 depend either directly or indirectly from independent claims 1, 11, 16, and 24, respectively.

The Applicants respectfully request reconsideration of claims 1-16 and 18-30 in light of the following remarks.

Rejection of Claims Under 35 U.S.C. §101

Claims 24-30 stand rejected under 35 U.S.C. §101 as being directed to non-statutory subject matter. In asserting that rejection, the Office Action states as follows:

> Claims 24-30 disclose a computer-readable storage having stored thereon a computer program having a plurality of codes... [ellipses in original]
>
> In the specification, there is no specific disclosure of what constitutes a computer-readable storage. And, without any specific description of computer readable storage, one skilled in the art would unhesitatingly conceptualize that the claim language is directed to non-statutory subject matter. For example, computer-readable storage may be interpreted, as one of ordinary skill in the art would, as a program or inclusive of a transmitted signal.

(Office Action at p. 2.) Applicants respectfully traverse these grounds for rejection for a number of reasons. For example, Applicants respectfully submit that one skilled in the art would not understand "computer-readable storage" as "a program or inclusive of a transmitted signal," especially where claim 24 explicitly recites "A computer-readable storage <u>having stored thereon</u> a computer program..." Further, it is commonly

understood (as shown by the definitions located below merely by searching for "storage" at Dictionary.com) that storage may be defined as, for example,

- "3. *Computer Science* The part of a computer that stores information for subsequent use or retrieval." (The American Heritage® Dictionary of the English Language, Fourth Edition Copyright © 2006 by the Houghton Mifflin Company.)

- "5. an electronic memory device; 'a memory and the CPU form the central part of a computer to which peripherals are attached' [syn: memory]" (WordNet® 3.0, © 2006 by Princeton University.)

- "(Or 'memory') A device into which data can be entered, in which they can be held, and from which they can be retrieved at a later time. (1995-12-24)" (The Free On-line Dictionary of Computing, © 1993-2007 Denis Howe.)

As such, Applicants respectfully submit that one skilled in the art would not understand computer-readable storage as merely a "program" or a "signal," but would instead understand computer-readable storage as a memory device for storing data for use by a computer, as further supported by the definitions listed above.

In any event, as provided by MPEP §2106.01, "When functional descriptive material is recorded on some computer-readable medium, it becomes structurally and functionally interrelated to the medium and will be statutory in most cases since use of technology permits the function of the descriptive material to be realized." Applicants respectfully submit that one skilled the art would understand the claimed "computer-readable storage..." as just such a computer-readable medium as expressly mandated by the MPEP as being statutory.

Rejection of Claims Under 35 U.S.C. §112

The Office Action also rejects claims 24-30 under 35 U.S.C. §112 as not being enabled, purportedly because those claims "contain[] subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention." (Office Action at p. 3.) Specifically, the Office Action asserts that "[w]ith the specification not disclosing what constitutes a computer-readable storage, one skilled in the art would not know how to make and or use the invention. What is the computer that reads from storage and what is the storage from which information is read?" (*See id.*)

Applicants respectfully traverse these rejections and submit that one skilled in the art understands what a "computer" is, and also what constitutes "a computer-readable storage" (as also addressed above.) Further, as an example, the Specification, at ¶ [0036], describes electronic devices adapted to access servers to retrieve updates for updating at least one of firmware and software. One skilled in the art would understand the "computer-readable storage" to be a memory device that is part of an electronic device, and that the computer-readable storage would be read by a processor on the electronic device, particularly in light of other aspects of claim 24, including "enabling over-the-air updating of at least one of firmware and software in an electronic device...", "receiving at least one message from a server over the wireless network as part of an over the air parameter administration process for programming number assignment module parameters...", and "engaging in over the air updating of the at least one of firmware and software of the electronic device via the wireless network..."

Rejection of Claims Under 35 U.S.C. §103

Claims 1-10 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Moles *et al.*, U.S. Patent No. 6,615,038 (hereinafter "Moles") in view of Lee *et al.*, U.S.

Patent Application Publication No. 2004/0031029 (hereinafter "Lee"), Shah, U.S. Patent No. 6,029,065 (hereinafter "Shah '065"), and Nodoushani *et al.*, U.S. Patent No. 6,144,849 (hereinafter "Nodoushani"). Further, claims 11-16 and 18-30 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Moles in view of Shah '065 and Nodoushani. For at least the reasons discussed below regarding specific groups of claims, Applicants respectfully submit that the cited art, either alone or in combination, does not teach, suggest, or otherwise render obvious the presently claimed subject matter. Further, Applicants respectfully submit that the Office Action does not present a *prima facie* case of obviousness for claims 1-16 and 18-30.

While Applicants appreciate the Office Action's apparent recognition that the previously relied upon cited art combinations do not render the presently claimed subject matter unpatentable, Applicants respectfully submit that the newly cited art combinations do not remedy the shortcomings of the previously relied upon art, and respectfully traverse the rejections as discussed more fully below, as well as for the reasons discussed in previous submissions with respect to Moles and Shah '065.

Rejection of Claims 1-10

Applicants respectfully submit that Moles in view of Lee, Shah '065, and Nodoushani does not render claims 1-10 obvious. Independent claim 1 recites a mobile electronic device network employing provisioning techniques for updating electronic devices, the network comprising, *inter alia*, "...wherein one or more parameters specific to updating of firmware and software in the electronic device are provisioned, during provisioning of a number assignment module (NAM) in the electronic device, by the network." Applicants respectfully submit that the cited art, either alone or in combination, does not render such a mobile electronic device network obvious, because it does not teach, suggest, or otherwise render obvious at least those aspects of independent claim 1.

The Office Action acknowledges that Moles does not disclose, *inter alia*, "...wherein one or more parameters specific to updating of firmware and software in the

electronic device are provisioned during provisioning of a number assignment module."
(*See* Office Action at p. 4.) Later, the Office Action states that "[t]he combination of Moles and Lee, however, does not specifically disclose a network presence of the update service in the electronic device being determinable by the network, wherein when enabled the update service indicates to the network capability of the electronic device to update at least one of firmware and software." (*See* Office Action at p. 5.) Thus, it appears to Applicants that the Office Action may or may not be asserting that Lee teaches "...wherein one or more parameters specific to updating of firmware and software in the electronic device are provisioned during provisioning of a number assignment module," although the Office Action later states that the combination of Moles, Lee, and Shah '065 does not disclose that aspect of the presently claimed subject matter. (*See id.* at p. 6.) In any event, to the extent the Office Action does assert that Lee discloses "...wherein one or more parameters specific to updating of firmware and software in the electronic device are provisioned during provisioning of a number assignment module," Applicants respectfully traverse that assertion.

The cited portion of Lee, namely paragraph [0022], reads as follows:

> The update schedule specifies the time when an update for a particular software component in a particular networked device should be performed. Optionally, the update schedule may also include a priority classification for the update. When the scheduled time arrives to update a particular software component on a particular networked device, a software update engine (which may include one or more individual sub-engines) sends the update parameters regarding the update file, along with any other parameters relevant to the update, to a local update agent local to the particular networked device on which the software component to be updated is located. The information sent includes, for example, parameters indicating where in the network or on the Internet the actual update file may be found and downloaded.

Applicants respectfully submit that this portion of Lee is silent with respect to provisioning parameters specific to updating of firmware or software, let alone "wherein

one or more parameters specific to updating of firmware and software in the electronic device are provisioned, during provisioning of a number assignment module (NAM) in the electronic device, by the network" as claimed. The Office Action similarly appears to recognize the failure of Lee (as well as the art discussed in a previous submission) to disclose this aspect of claim 1, as it states, "The combination of Moles, Lee, and Shah, however, does not specifically disclose a network wherein one or more parameters specific to updating of firmware and software in the electronic device are provisioned during provisioning of a number assignment module." (See Office Action at p.6.)

The Office Action, however, asserts that Nodoushani remedies those recognized shortcomings in the other cited art, stating that "Nodoushani discloses a network wherein NAM indicators and parameters are assigned value during over-the-air service provisioning (see col. 7, lines 6-16)." (See Office Action at p. 6.) As an initial matter, Applicants respectfully submit that the asserted teaching (namely, "a network wherein NAM indicators and parameters are assigned value during over-the-air service provisioning") does not teach the presently claimed subject matter, including "wherein one or more parameters specific to updating of firmware and software in the electronic device are provisioned, during provisioning of a number assignment module (NAM) in the electronic device, by the network."

An examination of Nodoushani confirms that the cited portion of Nodoushani does not teach, suggest, or otherwise render obvious at least that aspect of the presently claimed subject matter. The cited portion of Nodoushani reads as follows:

> The SPL [System Programming Lock] validation procedure may be performed if the protocol capability response from the mobile telephone 26 indicates that the mobile telephone 26 supports the programming lock feature. The SPL protects access to the mobile telephone 26 programming module which contains the NAM indicators and parameters that can be assigned values during over-the-air service provisioning. The SPL parameter contains the Service Programming Code (SPC) used for unlocking the mobile telephone 26 parameters for programming or

reprogramming. The SPL request requests data which will
be encapsulated within SMS_BearerData.

(Nodoushani at 7:6-16.) Thus, the cited portion discusses a procedure for
validating a system programming lock. A mere disclosure of "NAM indicators and
parameters that can be assigned values" or "mobile telephone 26 parameters" that can
be unlocked for programming or reprogramming is silent with respect to parameters
specific to updating of firmware and software, let alone with respect to programming one
or more such parameters during provisioning of a number assignment module. That
"NAM indicators and parameters" may be assigned values does not teach, suggest, or
otherwise render obvious provisioning one or more parameters specific to updating of
firmware and software during provisioning of a NAM.

The Office Action asserts that "it would have been obvious to one of ordinary skill
in the art at the time of the invention to combine the teachings as described by
Nodoushani with the teachings described by Moles, Lee, and Shah to arrive at the
claimed invention." (Office Action at p. 7.) Applicants respectfully traverse this
assertion for a number of reasons. For example, as described above, none of the cited
art teaches, suggest, or otherwise renders obvious at least "wherein one or more
parameters specific to updating of firmware and software in the electronic device are
provisioned, during provisioning of a number assignment module (NAM) in the
electronic device, by the network." As discussed above, none of the cited art discloses
provisioning parameters specific to updating of firmware and software, let alone
provisioning such parameters during provisioning of a NAM.

Further, even if the cited art was combined as suggested by the Office Action,
and somewhere disclosed parameters specific to updating, one skilled in the art would
not arrive at the presently claimed subject matter, because the cited combination still
would not teach, suggest, or otherwise render obvious provisioning one or more such
parameters during provisioning of a NAM. For example, the Office Action provides no
explanation of how or why one skilled in the art would be motivated to perform such
provisioning during provisioning of a NAM. The various offered motivations to combine

the cited references (none of which are supported by citation to any reference) include "to facilitate over-the-air provisioning process", "provide a user transparent conversion of a first set of network featured codes to a different, second set of feature codes", and "to keep the software in proper working order." None of these asserted (but unsupported) motivations provide any motivation to provision parameters specific to updating during provisioning of a NAM. Thus, to the extent the Office Action relies on a "teaching suggestion motivation" rationale, the Office Action fails to provide a *prima facie* case of obviousness. (*See* MPEP § 2143.) In any event, regardless of what rationale the Office Action purports to assert, the cited combination fails to teach, suggest, or otherwise render obvious the subject matter claimed by claim 1, as discussed above.

Moreover, the cited art in fact teaches against any asserted "arriv[al] at the claimed invention" asserted by the Office Action. For example, Lee expressly teaches that parameters should be sent at automatic times, and therefore not provisioned at the same time a NAM is provisioned:

> Furthermore, since the local installation is accomplished via parameters automatically sent from the update parameters database at the scheduled time, the invention makes it simple for the system administration to update different networked devices with different sets of parameters pertaining to different update files. Given the proliferation of third-party hardware and software and the fact that, for example, two desktop computers running the same operating system may require different video drivers, printer drivers, NIC card firmware, etc., the ability to schedule the system to automatically send parameters pertaining to different update files to different networked devices at any arbitrary scheduled times and have the local update agents perform the actual update task remotely represent a tremendous saving in time and effort for the system administrator.

(Lee at [0025]; emphasis added.) Further, Lee additionally states as follows:

> Given this difficulty, it is recognized that often times. [sic] the only practical way to implement an automatic software updating system on a large scale is to leverage on different specialists and/or manufacturers to create and supply different specialized local update agents. The inventive architecture enables this by providing protocols and interfaces which hide the specific data communication and implementation details of the centralized software update engine and/or the update parameter database and/or the local update agents from one another. In this manner, the invention renders it possible for different specialists and/or manufacturers to create different local update agents without requiring those specialists and/or manufacturers to know the specific details pertaining to the centralized software update engine and/or the update parameters database and/or other local update agents. This [sic], as long as a local update agent conforms with the provided protocols and interfaces, it can communicate with the centralized software update engine and/or the update parameters database to accomplish the software component update task.

(Lee at [0031].) Thus, Lee expressly teaches an "update parameters database" that is isolated from "local update agents" such that "specific data communication and implementation details" of the update parameter database and local update agents are "hid[den]" from each other. This is quite different than provisioning parameters specific to updating during provisioning of a NAM in the electronic device, as claimed. By teaching hiding aspects of "the update parameter database" Lee teaches against provisioning parameters specific to updating, let alone provisioning such parameters during provisioning of a NAM.

Further still, even if Lee did not teach against provisioning parameters specific to updating, Lee still would teach against provisioning such parameters during provisioning of a NAM, as Lee also states "since the local installation is accomplished via parameters automatically sent from the update parameters database at the scheduled time, the invention makes it simple for the system administration to update different networked devices with different sets of parameters pertaining to different update files" and "...the ability to schedule the system to automatically send parameters pertaining, to

different update files to different networked devices at any arbitrary scheduled times and have the local update agents perform the actual update task remotely represent a tremendous saving in time and effort..." Thus, Lee thereby teaches against provisioning any such parameters (assuming, *arguendo*, such parameters were even rendered obvious by the prior art) during provisioning of a NAM, and instead sending parameters "automatically...at the scheduled time" and at "arbitrary scheduled times." The "scheduled times" advocated by Lee teach against provisioning any such purported parameters during provisioning of a NAM.

Further still, Moles also teaches against provisioning such parameters to the electronic device at all, let alone during provisioning of a NAM. As discussed in previous submissions, Moles states, for example, "Advantageously, HLR 155 only needs to store the minimum amount of data to authenticate MS 112 and to establish a connection to the provisioning server. All of the remaining data needed for the network to determine upgrades information is stored in mobile station configuration server 160."; Moles at 6:40-44; emphasis added). (Moles further specifies that "Mobile station configuration server 160 is a system-wide central server that is located remote from the other components of wireless network 100..." (*Id.* at 6:13-16.))

For at least the foregoing reasons, Applicants respectfully submit that the Office Action does not present a *prima facie* case of obviousness for claim 1 and claims 2-10 that depend from claim 1, and further that the cited art, either alone or in combination, does not teach, suggest, or otherwise render obvious the claimed subject matter of those claims, and that those claims are allowable under 35 U.S.C. §103.

Rejection of Claims 11-15

With regard to independent claim 11, as well as claims 12-15 which depend from that claim, Applicants note that claim 11 recites a mobile electronic device network adapted to update electronic devices and perform over-the-air number assignment module parameter provisioning comprising, *inter alia*, "an electronic device comprising one of firmware and software, the electronic device also comprising number assignment module parameters specific to updating one or both of firmware and software." (emphasis added).

The Office Action relies on a combination of Moles, Shah, and Nodoushani in rejecting claims 11-15. (*See* Office Action at p. 13.) The Office Action acknowledges that "[t]he combination of Moles and Shah, however, does not specifically disclose a network [sic] the electronic device also comprising number assignment module parameters specific to updating one or both of firmware and software. (*Id.* at p. 16.) Thus, the Office Action relies on Nodoushani for this aspect of claim 11. "However, Nodoushani discloses a network wherein NAM indicators and parameters are assigned value during over-the-air service provisioning (see col. 7, lines 6-16." (*Id.*) This same portion of Nodoushani was relied on with regard to claim 1 discussed above. Again, that portion of Nodoushani reads as follows:

> The SPL [System Programming Lock] validation procedure may be performed if the protocol capability response from the mobile telephone 26 indicates that the mobile telephone 26 supports the programming lock feature. The SPL protects access to the mobile telephone 26 programming module which contains the NAM indicators and parameters that can be assigned values during over-the-air service provisioning. The SPL parameter contains the Service Programming Code (SPC) used for unlocking the mobile telephone 26 parameters for programming or reprogramming. The SPL request requests data which will be encapsulated within SMS_BearerData.

(Nodoushani at 7:6-16.) Thus, the cited portion merely mentions "NAM indicators and parameters that can be assigned values during over-the-air service provisioning."

The cited portion is utterly silent with respect to "number assignment parameters specific to updating one or both of firmware and software" as claimed by claim 11. Applicants respectfully submit that a mere disclosure of "NAM indicators and parameters that can be assigned values..." does not teach, suggest, or otherwise render obvious "number assignment module parameters specific to updating one or both of firmware and software." This is even more so in light of the above discussed teaching against by other cited art previously discussed.

For at least the foregoing reasons, Applicants respectfully submit that the Office Action does not present a *prima facie* case of obviousness for claim 11 and claims 12-15 that depend from claim 11, and further that the cited art, either alone or in combination, does not teach, suggest, or otherwise render obvious the claimed subject matter of those claims, and that those claims are allowable under 35 U.S.C. §103.

Rejection of Claims 16-23

Claim 16 recites a method of updating software in a wireless communication device in a wireless network, the method comprising, *inter alia*, "determining a value of one of a firmware update service option number and a software update service option number in the wireless communication device by the wireless network during an over-the-air parameter administration operation for programming number assignment module parameters." Applicants respectfully submit that the cited art combination does not teach, suggest, or otherwise render obvious at least that aspect of claim 16.

The Office Action relies on a combination of Moles, Shah, and Nodoushani to reject claim 16. (*See* Office Action at p. 19-21.) The Office Action acknowledges that

> Moles does not · specifically disclose a method
> comprising determining a value of one of a firmware update
> service option and a software update service option in the
> wireless communication device by the wireless network, and
> downloading an update from a server if one of the firmware

update service option number is determined to have a predetermined value. Nor does it disclose a method wherein value of update service option is determined during an over-the-air parameter administration operation for programming number assignment module parameters.

(Office Action at p. 19.) The Office Action apparently relies on Shah and/or Nodoushani to remedy those recognized deficiencies in Moles. Applicant respectfully submits that the additional references do not remedy the shortcomings in the teachings of Moles.

The cited portion of Shah, for example, states as follows:

> The mobile phone is pre-programmed with a service option for changing or adding extended subscriber features, which includes assignment of an Extended Feature (EF) number. The mobile phone will also have one or more extended features change codes (EFCC's) in its memory. The network, whether it is the mobile's home network or a visited network, possesses means for determining whether a mobile phone is OTAPA capable. Note that the visited network may establish OTAPA support for a particular mobile station using IS-41 communications with the home network, however, protocol for the transfer of such information will need to be added to the IS-41 standard.
>
> In the OTAPA procedure, the network base station sends a General Page Message to the mobile phone using the EF number. After first verifying its identity using the standardized Authentication process, if the mobile phone has OTAPA capability, it responds with a Page Response Message, indicating support for the EF by sending the EF number. If the mobile station does not support the option, the response will indicate that the option is not available. Once the presence of the option is confirmed, the base station transmits a Channel Assignment Message, telling the mobile station to proceed to the Traffic Channel. In order to prevent unauthorized access to the mobile user's billing records, it may be desirable to use the Signaling Message Encryption (SME).
>
> Once the mobile station is on the Traffic Channel, an OTASP Data Message is sent that an additional fee is

> charged for the use of the feature and requesting
> acknowledgment of acceptance. If accepted, a second
> OTASP Data Message is sent containing a Extended
> Feature Change Code (EFCC). If the EFCC matches the
> EFCC for the mobile station, it is verified by the mobile unit,
> after which it may be used to unlock the mobile station,
> update the featured code(s) and store the updated feature
> code(s) into the phone's memory. After verification of the
> programmed data in accordance with OTASP processing,
> the process is terminated. If the user refuses the additional
> billing, no downloading will occur. A number of different
> EFCCs may be used for different feature codes so that the
> user may elect the feature codes individually to avoid being
> billed for access to all possible optional extended features
> when only one is desired.

(Shah at 8:5-48.) The above cited portion of Shah '065 is silent with regard to determining a value of one of a firmware update service option number and a software update service option number in the wireless communication device by the wireless network during an over-the-air parameter administration operation for programming number assignment module parameters. For example, the "Extended Feature (EF) number" is quite different from a firmware update service option number as claimed. The EF number of Shah is described as a "service option for changing or adding extended subscriber features which includes assignment of an Extended Feature (EF) number." Applicants submit that such an EF number is quite different from the presently claimed "one of a firmware update service option number and a software update service option number."

In any event, Shah is utterly silent with respect to determining a value of one of a firmware update service option number and a software update service option number in the wireless communication device by the wireless network <u>during an over-the-air parameter administration operation for programming number assignment module parameters</u>. The Office Action provides no explanation or rationale for how or why any purported "determining" in Shah would take place "during an over-the-air parameter administration operation for programming number assignment nodule parameters."

200701940-2   24

Although not entirely clear because it appears to reference language found in other claims, the Office Action appears to recognize as much, as it states, "The combination of Moles and Shah, however, does not specifically disclose a network wherein the electronic device also comprising number assignment nodule parameters specific to updating one or both of firmware and software." (*See* Office Action at p. 21.) Once again, the Office Action relies upon Nodoushani at 7:6-16 in asserting this rejection. (*See id.*) This portion of Nodoushani has been reproduced above. Applicants respectfully submits that Nodoushani's mention of, for example, "NAM indicators and parameters that can be assigned values during over-the-air service provisioning" does not teach at least "determining... during an over-the-air parameter administration operation for programming number assignment module parameters." Again, a mere mention of NAM indicators and parameters that can be assigned values is silent with respect to the "determining..." step of claim 16, let alone with respect to performing any such "determining..." during an over-the-air parameter administration operation for programming number assignment module parameters. Put another way, just because NAM indicators or parameters can be assigned values during an over-the-air service provisioning, such a disclosure alone does not teach anything with respect to what else could or would take place during such a provisioning, let alone the "determining..." step as claimed by claim 16. Nor does the Office Action advance any rationale for how or why such a determining step would take place during such a provisioning. As such, Applicants respectfully submit the Office Action does not present a *prima facie* case of obviousness.

For at least the foregoing reasons, Applicants respectfully submit that the Office Action does not present a *prima facie* case of obviousness for claim 16 and claims 18-23 that depend from claim 16, and further that the cited art, either alone or in combination, does not teach, suggest, or otherwise render obvious the claimed subject matter of those claims, and that those claims are allowable under 35 U.S.C. §103.

Rejection of Claims 24-30

Applicants now address the asserted §103(a) rejections of claims 24-30, Applicants respectfully submit that the cited art, either alone or in combination, does not teach, suggest or otherwise render obvious those claims. Claim 24, an independent claim from which claims 25-30 depend, recites, a computer-readable storage having stored thereon a computer program having a plurality of code sections, the code sections executable by a processor for causing the processor to perform the operations comprising, *inter alia*, "receiving at least one message from a server over the wireless network as part of an over the air parameter administration process for programming number assignment module parameters, the message containing a service option parameter" and "determining whether a value of the service option parameter corresponds to one of a firmware update service option and a software update service option." The Office Action generally relies on the same cited portions of the cited art discussed above. Applicants respectfully submit that, for at least the reasons discussed previously, the cited art does not teach, suggest, or otherwise render obvious at least those aspects of the subject matter claimed by claim 24. Applicants further respectfully submit that the Office Action does not present a *prima facie* case of obviousness for claim 24 and claims 25-30 that depend from claim 24, and further that the cited art, either alone or in combination, does not teach, suggest, or otherwise render obvious the claimed subject matter of those claims, and that those claims are allowable under 35 U.S.C. §103.

Conclusion

In general, the Office Action makes various statements regarding the pending claims and the cited references that are now moot in light of the above. Thus, Applicants will not address such statements at the present time. However, Applicants expressly reserve the right to challenge such statements in the future should the need arise (e.g., if such statements should become relevant by appearing in a rejection of any current or future claim).

The Applicants believe that all of the pending claims are in condition for allowance. Should the Examiner disagree or have any questions regarding this submission, the Applicants invite the Examiner to contact the undersigned at (312) 775-8000 for an interview.

A Notice of Allowability is courteously solicited.

Respectfully submitted,

Date: _____February 13, 2009_____   _____/Kevin E. Borg/_____
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